



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

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Secretary, Government Operations Agency Marybel Batjer  
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July 23, 2014

The Honorable Mark Leno  
Chair, Joint Legislative Budget Committee  
Legislative Office Building  
1020 N Street, Room 553  
Sacramento, CA 95818

**Re: Addendum to Bargaining Unit (BU) 18, the California Association of Psychiatric Technicians (CAPT) Memorandum of Understanding (MOU) - Lanterman Developmental Center Layoff - Relocation Assistance**

This is to inform you of an agreement reached between the state and BU 18, CAPT. In January 2010 a recommendation was made to the Legislature by the Department of Developmental Services (DDS) to close the Lanterman Developmental Center. In April 2010 a closure plan was submitted to the Legislature. Since that time DDS has implemented the closure process as specified in the plan and is operating under a final closure date of December 31, 2014.

During the Lanterman closure process previous layoff agreements have submitted by the Department of Human Resources to the Joint Legislative Budget Committee. The attached agreement provides relocation assistance, leave cash out ability, time off, and other changes to the terms and conditions of employment for Lanterman employees. This agreement is consistent with agreements previously submitted and will expire when all CAPT employees have accepted another job, been laid off, or otherwise separated from state service.

CalHR has been informed that for each segment of this closure funds have been included in the DDS budget specifically to address the layoff process.

If you have any questions or concerns please contact Jodi LeFebre, Legislative Coordinator at (916) 327-2348.

Sincerely,

Richard Gillihan, Acting Director  
California Department of Human Resources

Attachments

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant  
Joint Legislative Budget Committee

Camille Wagner, Chief Deputy Legislative Affairs Secretary  
Office of Governor Edmund G. Brown Jr.

Mac Taylor, Legislative Analyst  
Office of the Legislative Analyst

Nancy Farias, Deputy Secretary for Legislation  
Government Operations Agency

ecc:

Marianne O'Malley, Director Gen. Government  
Office of the Legislative Analyst

Christian Griffith, Chief Consultant  
Assembly Budget Committee

Nick Schroeder, Fiscal and Policy Analyst  
Office of the Legislative Analyst

Mark Martin, Consultant  
Assembly Budget Committee

Erika Li, Asst. Program Budget Manager  
Department of Finance

Mark McKenzie, Staff Director  
Senate Appropriations Committee

Craig Cornett, Chief Fiscal Policy Advisor  
Office of the Pro Tem

Maureen Ortiz, Consultant  
Senate Appropriations Committee

Charles Wright, Chief Consultant  
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Geoff Long, Chief Consultant  
Assembly Appropriations Committee

Chris Woods, Budget Director  
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Joel Tashjian, Consultant  
Assembly Appropriations Committee

Greg Campbell, Chief of Staff  
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Pamela Schneider, Chief Consultant  
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Anthony Archie, Consultant  
Assembly Republican Fiscal Office

Shawn Ramirez, Labor Relations Officer  
Labor Relations, CalHR

Eric Swanson, Staff Director  
Assembly Republican Fiscal Office

Alene Shimazu, Chief  
Financial Management, CalHR

Mark Ibele, Staff Director  
Senate Budget Committee

**AGREEMENT REACHED BETWEEN THE STATE OF CALIFORNIA AND  
CALIFORNIA ASSOCIATION OF PSYCHIATRIC TECHNICIANS  
REGARDING  
DEPARTMENT OF DEVELOPMENTAL SERVICES  
LANTERMAN DEVELOPMENTAL CENTER CLOSURE**

**1. RELOCATION ASSISTANCE**

Effective April 1, 2014, Relocation Assistance is provided to Lanterman Developmental Center (LDC) CAPT impacted employees who relocate to another vacant position within the Department of Developmental Services (DDS). The amount of the Relocation Assistance shall be three thousand five hundred (\$3,500) dollars.

No Relocation Assistance provision(s) shall apply to CAPT Community State Staff (CSS) assigned employees.

No Relocation Assistance provision(s) shall apply to employees in CAPT bargaining unit accepting a position in the Warm Shut Down.

No Relocation Assistance provision(s) shall apply to employees in CAPT bargaining unit accepting a position in the Outpatient Clinic or any other area that remains after LDC closure.

This Relocation Assistance provision is effective upon ratification by the State and terminates upon the establishment of the reemployment list for CAPT classification. An employee shall be eligible if they apply for the DDS position prior to the establishment of the reemployment list for their classification, even if the hiring process is not completed before the list is established. An employee's application must be postmarked and/or received prior to the establishment of the reemployment list for their classification.

Employees shall report to their new DDS facility on the date specified as the reporting date and be ready, willing and able to work.

Employees must be on active work status ninety (90) days from the first day of actual work.

**2.A. ADVANCE AGAINST RELOCATION ASSISTANCE**

Thirty (30) days prior to the specified reporting date, an employee who has accepted a position in another DDS facility will be issued an advance against the Relocation Assistance in the amount of one thousand seven hundred fifty (\$1,750) dollars, less required deductions and/or taxes.

Failure to report on the specified reporting date as directed above will result in the loss of the Relocation Assistance. Recovery of the advance will be handled by deduction of earnings, against accrued leave balances and/or garnishment of wages/salary. If necessary, DDS will also file a claim for reimbursement with the Franchise Tax Board for any remaining balance due.

Failure to complete the 90-day active work status requirement indicated above will result in recovery of the advance and forfeiture of the balance of the Relocation Assistance as indicated in the above conditions.

## **2.B. BALANCE OF THE RELOCATION ASSISTANCE**

Ninety (90) calendar days after the first actual day of work, the remainder of the Relocation Assistance one thousand seven hundred fifty (\$1,750) dollars, less required deductions and/or taxes, will be issued to the employee.

Failure to complete the conditions/requirements indicated above will result in the forfeiture of the advance against Relocation Assistance and the balance of the Relocation Assistance, and recovery of the forfeiture will be handled as indicated above.

The Relocation Assistance will not count in the calculation of hourly rates of pay for overtime, Industrial Disability Leave, State Disability Insurance, or lump sum cash out of vacation, sick leave or any other leave balance.

This agreement is the sole provision providing Relocation Assistance. No other Relocation Assistance is provided. This means it is understood that the appointing authority is not requiring employees to accept positions at (or relocate to) another DDS facility and that employees accepting positions at other DDS facilities do so voluntarily. Accordingly, employees who accept positions at another DDS facility are not eligible for moving and relocation allowances under the provisions of Government Code Sections 19841 and 19842, DPA regulations 599.714 through 599.724.1, inclusive.

## **3. CTO, EXCESS TIME, HOLIDAY TIME, PERSONAL LEAVE & VACATION/ANNUAL LEAVE CASH OUT.**

Upon request of the LDC employee, who voluntarily reports to another DDS location, DDS agrees to cash out CTO, Excess Time, Holiday Time, and Personal Leave to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date at the new DDS location.

Upon request of the LDC employee, who voluntarily reports to other State employment (outside DDS), DDS agrees to cash out CTO and Excess Time to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date to the new work site. If no request is received, all CTO and Excess Time balances will be cashed out to the employee on the last day of employment with DDS.

Employees who voluntarily report to their new location within DDS will have the option to cash out no fewer than 40 hours vacation/annual leave accumulation, but no more than 80 hours. Vacation/annual leave payout will be paid three (3) weeks prior to the effective reporting date at the new DDS location.

## **4. RELOCATION TIME OFF**

DDS will make every effort to provide employees who change their residence more than 50 miles from the previous work location time off to move. For paid leave, an employee shall use leave credits (i.e. vacation, annual leave, holiday credit, CTO, personal holidays, PLP, etc.) If an employee does not have available leave, the employee may be approved

for leave without pay (approved dock). Employees may request up to thirty-two (32) hours. All requests require supervisor approval and shall not be unreasonably denied.

**5. DEPARTMENTAL RESTRICTION OF APPOINTMENTS (DROA)**

The DROA processes is where hiring supervisors and managers with positions outside the areas of layoff are directed to make appointments of surplus employees from within their department. The mechanics of the DROA may vary from requiring that priority consideration be given to surplus employees to assigning specific surplus employees to be appointed to specific positions, with no option.

**6. SUPER STATE RESTRICTION OF APPOINTMENTS (SROA)**

Super SROA provides for placement of employees impacted by layoff to vacancies in the same bargaining unit and classification within the same geographic area. Employees in the same classification designated safety have eligibility to non-safety and vice versa.

The geographic area is defined as the county in which the impacted employee works and those counties that surround the impacted employee's county. For the DDS-Lanterman layoff this consists of the following counties: Los Angeles, Kern, Orange, Ventura, and San Bernardino. Employees who attain employment under this section do so on a voluntary basis and are not subject to relocation.

**Role of DDS to Impacted Employees**

**Role of the Departments Laying Off Super SROA Employees**

In addition to completing and updating the Language Fluency and Geographic Location Questionnaire form as you do with all SROA employees, departments have unique obligations for Super SROA employees to help them locate jobs:

1. Issue Surplus/Super SROA Certification letter to the affected employee(s).
2. Super SROA Worksheet form:
  - a. Send the Super SROA employee a Super SROA Worksheet form to complete and return to the department's human resource contact.
  - b. Review the returned form and contact the employee to discuss their eligibility for the classes listed. If changes to the form are made, send a copy back to the employee for their records.
  - c. Educate the employee on how to identify employment opportunities utilizing CalHR's Vacancy Data Base System (VPOS).
3. Search for employment opportunities on the VPOS website.
4. Verify receipt of job vacancy bulletins from the hiring departments. Notify CalHR's PSB of any job vacancies bulletins that you did not receive a notification from the hiring department.
5. Upon receipt of job vacancy bulletins personally and expeditiously contact each Super SROA employee. DDS will provide job announcements BU 18 supervisors or managers to notify them of the job vacancies.
6. Immediately follow this initial contact by providing copies of the job vacancy bulletins to each Super SROA employee.
7. Instruct each Super SROA employee that meets the MQs for the class of the position to apply for the jobs he/she is interested in within five calendar days of receipt of the job vacancy bulletin. In addition, remind the Super SROA employee to follow the filing instructions on the job vacancy bulletin when applying for the job and to indicate that they are Super SROA on their application.
8. Super SROA status ends in the same way SROA status ends for all designated.

### **Role of Departments Hiring BU 18 Employees**

Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff, or mandatory geographic transfer, who meet the minimum qualifications (MQs) for the vacancy being filled, provided that the vacancy is equivalent in salary and responsibility and in the same geographic area and bargaining unit.

In addition to following the SROA procedures when filling a job vacancy, departments also have unique obligations to help Super SROA employees locate jobs:

1. Order a certification list for the job vacancy and contact (such as sending Inquiry/Contact letters) each Super SROA employee listed.
2. Widely advertise employment opportunities including posting them on the VPOS and posting them in their own department.
3. Contact the SROA Coordinator in each of the departments listed on CalHR's SROA website for having Super SROA employees in the Super SROA BU of the position vacancy being advertised. Notify the layoff department of the classification and duties of the job vacancy, number of vacancies, geographic location, and salary of the position(s) to be filled.
4. Follow up the contact by sending each SROA Coordinator and CalHR's PSB a job vacancy bulletin for each position to be filled.
5. Departments **MUST** fill each vacant position with an employee who meets the Super SROA criteria, if one applies. There are **NO EXEMPTIONS** to Super SROA requirements. Note: Hiring departments that have determined a Super SROA employee does not have the required professional license and/or credentials for the job vacancy is to contact CalHR's PSB for review of the determination before proceeding with the recruitment.
6. If no Super SROA employee, who is qualified for the job vacancy, applies for the job follow the provisions of the regular SROA Program.
7. Complete a Super SROA Compliance Audit form (on the CalHR website) for each Super SROA job vacancy filled and send it and the required document to CalHR's PSB.
8. Keep recruitment and hiring process documentation on file for audit purposes.

### **Role of Surplus/SROA Employees in BU 18 Classes**

- (1) Determine if you meet the eligibility criteria for Super SROA.
- (2) Review and sign the copied Language Fluency and Geographic Location Questionnaire form and return to the department contact person.
- (3) Respond to job bulletins forwarded to you from your supervisor or manager within five calendar days of their receipt.
- (4) Seek and apply for BU 18 positions under the provisions of the regular SROA Program if you do not meet the Super SROA criteria.

## **7. JOB SEARCH**

All impacted employees in layoff status will be granted reasonable time off to attend state-sponsored job interviews, job fairs and apply for open positions in departments in accordance with the contract sections related to release time for state civil service examinations. Such request will not be unreasonably denied.

## 8. TRAINING

Any impacted employee transferring to another position within DDS shall be provided an appropriate orientation and any required on-the-job training in the new position.

## 9. SALARY

### Merit Salary Adjustment (MSA)

Employees shall receive annual merit salary adjustments in accordance with Government Code Section 19832 and CalHR Rule 599.683

### Ranges Changes

Upon movement, employees will be placed in alternate ranges consistent with the Alternate Range Criteria as provided in CalHR Rule 599.681 (Movement Between Ranges).

## 10. PROBATIONARY PERIOD

DDS employees who have completed probation for the classification within DDS they transfer to, shall not serve a new probationary period. DDS employees on probation and transfer to the same classification within DDS shall serve the remaining of the probationary period. DDS employees transferring into classifications within DDS in which no probationary period has been served are subject to a probationary period.

Employees who transfer outside DDS may be subject to a probationary period. If the employee is rejected on probation and the current layoff is in process, the employee will be placed back into the layoff process. If the process is complete and LDC has sunseted, employees will be reinstated to another DDS location and provided a thirty (30) day layoff notice. This notice includes the employee being placed back on Super SROA/Surplus status for the thirty (30) day period.

## 11. LEAVES

### **Pre-approved leaves** (i.e. vacation, annual leave, personal leave, etc.)

DDS shall make a reasonable effort to honor any pre-approved leave in accordance with the contract.

### **Sick Leave**

Consistent with Government Code, sick leave balances shall be transfer with employees transferring to any other State employment consistent with the government code.

## 12. REEMPLOYMENT

Reemployment lists reflects employees who have been laid off or demoted in lieu of layoff. Hiring departments must hire from reemployments lists prior to using any other list. Employees are placed on the reemployment lists in seniority order. Employees' names will remain on reemployment lists until they are re-hired, by the State or, a maximum of five years.

**13. POST-LAYOFF DISCUSSION**

CAPT may request to meet and discuss matters of concern with DDS regarding the implementation and effect of the layoff on BU 18 employees up to sixty (60) calendar days after the effective date of layoff.

**14. DISPUTE RESOLUTION**

Any dispute regarding the interpretation, application or alleged violation of this agreement shall be subject to an expedited appeal at the third step (CalHR) of the grievance and arbitration procedure of the Bargaining Unit 18 contract.

**15. TERM OF AGREEMENT**

The agreement and all of its provisions expire when all CAPT employees at LDC have either accepted a position in another DDS facility, another State department, accepted a Warm Shut Down position, accepted an Outpatient Clinic position, or have been laid off or otherwise separated from State service.

This agreement will be effective upon signature of the parties and approval by the California Department of Human Resources (CalHR).

STATE:

CAPT:

[Signature] 4/29/14

Ken Murch 4-29-14

[Signature] 4/29/14

Brad Whithead 4-29-14

[Signature] 4/29/14  
Gudi Murray CD

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*Ken Murch* 4-29-14  
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